

SPONSORED RESEARCH AGREEMENT

THIS SPONSORED RESEARCH AGREEMENT (this “**Agreement**”) is made and entered into as of June 1st 2024 or its publication in the Register of Contracts in accordance with Act No. 340/2015 Coll. of the Czech Republic, on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (Act on the Register of Contracts), whichever occurs later, (“**Effective Date**”) between **BIOMARIN PHARMACEUTICAL INC.**, a Delaware corporation, having its principal place of business at 105 Digital Drive, Novato, CA 94949, (“**BioMarin**”) and **Masaryk University** with seat at Žerotínovo nám. 617/9, 601 77 Brno Czech Republic **Faculty of Medicine**, a Czech public institution, located at Kamenice 5, 625 00 Brno-Bohunice (“**Institution**”). BioMarin and Institution are each individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, BioMarin desires that Institution conduct, and Institution desires to conduct, research to assess the efficacy and the tolerable dosing levels of certain FGFR inhibitors in ACH mice (the “**Research**”), as described more fully in the research plan attached hereto as **Exhibit A** (the “**Research Plan**”); and

WHEREAS, BioMarin and Institution desire to enter into this Agreement under which BioMarin will fund the Research at Institution, and Institution shall grant to BioMarin certain rights with respect to inventions and discoveries of Institution arising from the Research.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and premises contained in this Agreement, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties hereto agree as follows:

1. SPONSORED RESEARCH.

Institution agrees to use all reasonable efforts to perform the Research described in the Research Plan, as amended from time to time upon mutual written consent of the Parties, and will furnish the staff, facilities, know-how, equipment, instruments, supplies and technical skill necessary for performance of the Research. Institution shall perform the Research in full compliance with all applicable laws, rules and regulations and good scientific practices. Institution and the Principal Investigator shall use all reasonable efforts to distinguish the Research performed under this Agreement from other work the Principal Investigator performs for academic and industrial purposes (collectively, “**Other Work**”), and shall keep records pertaining to such Other Work separately from the records to be maintained pursuant to Section 4.1. The Principal Investigator and Institution shall not utilize any third party funding, including federal funds, for any activities to be performed under the Research Plan.

2. PRINCIPAL INVESTIGATOR.

The Research is to be conducted by Institution under the direction of Dr. Pavel Krejci (the “**Principal Investigator**”), an employee of Institution. The Principal Investigator is considered essential to the Research being performed, and no substitution may be made without the prior written agreement of BioMarin. If for any reason the Principal Investigator becomes unavailable, or cannot conduct or complete the Research, Institution and BioMarin may discontinue the Research, whose appointment as Principal Investigator shall be subject to the approval of the Parties are unable to agree upon a successor within thirty (30) days after the Princ

ceases his or her involvement in the Research, this Agreement may be terminated by BioMarin pursuant to Section 10.2.

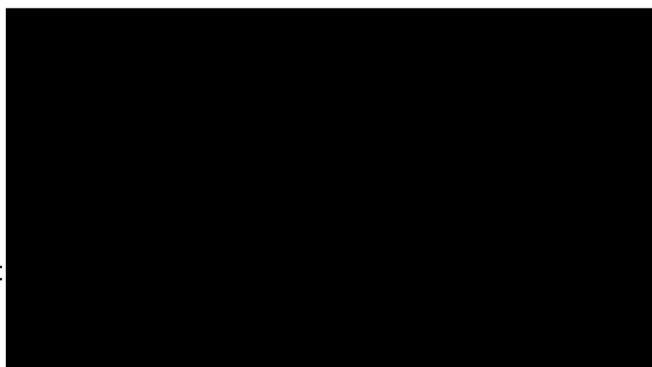
3. RESEARCH FUNDING; PAYMENT REPORTING.

3.1 Research Funding. In consideration of Institution’s (including Principal Investigator’s) performance of the Research, BioMarin shall pay Institution the amounts set forth below, up to a total of US\$160,000 (inclusive of all overhead and direct and indirect costs of Research activities), to fund the Research. The payment for the second year of the agreement shall be subject to the project review by both Parties and to the continuation of the Research as of the date of the applicable event specified below. Each payment shall be payable within 45 days of receipt of an invoice from Institution following the applicable event.

Event	Amount (USD)
Upon execution of the Agreement	\$60,000
6 months after Effective Date	\$50,000
12 months after Effective Date	\$30,000
18 months after Effective Date	\$20,000

BioMarin shall not be obligated to make any payments to Institution (including, without limitation, any overhead or direct or indirect costs) except as expressly set forth in this Article 3 unless the Parties otherwise mutually agree in writing. All payments pursuant to this Article 3 shall be by wire transfer to such account as Institution may specify in writing below.

Name of Bank:
Address of Bank:
Account Name:
Account Number/IBAN:
SWIFT:



3.2 Payment Reporting. Pursuant to applicable laws, BioMarin is required to report data annually on any and all items of value including, but not limited to, fees, meals, educational items, gifts, expense reimbursements and other payments or items of value (“**Payments**”) provided to healthcare professionals (“**HCPs**”) and/or healthcare organizations (“**HCOs**”). These reports may be made public consistent with applicable state and/or federal requirements. In order for BioMarin to comply with applicable state and federal laws, Institution must report to BioMarin any and all Payments made to HCPs and/or HCOs under this Agreement by Institution or any of Institution’s

Workers. Institution must report all Payments made to all HCPs and/or HCOs incurred during each calendar month, which report must be provided to BioMarin via email to [REDACTED]@bmrn.com by the end of the month following the Payment. Reports must be submitted using an Excel spreadsheet, an electronic copy of which can be obtained from BioMarin by emailing s[REDACTED]@bmrn.com. Institution understands that to comply with its reporting obligation, BioMarin may be required to report to federal and/or state government agencies direct or indirect Payments made by Institution to HCPs and/or HCOs hereunder. Institution shall provide to each HCP and/or HCO to which Institution makes any Payment written notification that such payment and corresponding information (including, without limitation, such personally identifiable information as HCP and/or HCO name, address, state(s) where HCP is licensed to practice, form of payment, amount of payment and other information reasonably required by BioMarin) will be reported to BioMarin and will be reported by BioMarin as required by law or regulation.

4. RECORDS; REPORTS.

4.1 Records. Institution shall keep complete and accurate scientific records relating to the Research and will make such records reasonably available to BioMarin for review and/or copying throughout the Term (defined below) during normal business hours. Such scientific records shall be maintained in accordance with good scientific practices.

4.2 Reports. The Principal Investigator shall submit to BioMarin: (a) oral reports regarding Research activities and results on a regular basis, as reasonably requested by BioMarin; and (b) written reports detailing Research activities and results, including all data and conclusions, at the intervals specified in the Research Plan (but at least quarterly). The Principal Investigator shall submit to BioMarin a comprehensive final written report within thirty (30) days after this Agreement expires or terminates summarizing the Research accomplishments and findings. BioMarin may freely utilize all information submitted or made available to it pursuant to this Article 4 in any manner.

5. NO PUBLICATION.

Institution shall not publish or present the results of the Research conducted by Institution under this Agreement.

6. CONFIDENTIAL INFORMATION AND MATERIALS.

6.1 Definition. As used herein, BioMarin's "Confidential Information" shall mean any and all technical and non-technical information, whether tangible or intangible, disclosed or provided by or on behalf of BioMarin and/or one or more of its Affiliates to Institution in written, oral or electronic form in connection with this Agreement, including any future discussions about potential engagements, and all Compound Inventions (as defined in Section 7.2(c) below). Confidential Information will be deemed to include, without limitation:

(a) any technology, inventions, patent filings not yet public, products, chemical compounds and compositions, formulations, molecules, precursors, methods, concepts, ideas, plans, processes, specifications, characteristics, techniques, know-how and assays; clinical information such as raw data, scientific preclinical or clinical data, regulatory dossiers, observations, records, databases, dosing regimens, clinical studies or protocols, posters, presentations and abstracts, product pipelines, timelines and schedules; business information such as development, marketing, sales,

pricing and commercialization plans, forecasts, proposals, customer lists, suppliers, consulting relationships, operating, performance and cost structures, and any other non-public information, whether scientific, clinical or financial in nature, relating directly or indirectly to the business of BioMarin; and

(b) any material that is or has been prepared by or for the Institution as part of the Research under this Agreement and that contains, reflects, interprets or is based directly or indirectly upon any Confidential Information provided by or on behalf of BioMarin and/or one or more of its Affiliates; and

(c) according to applicable law, the existence and any non-redacted terms of this Agreement, and the fact that Confidential Information has been made available to the Institution.

6.2 Use; Disclosure. Institution shall use the Confidential Information solely in the performance of the Agreement. Institution shall not use the Confidential Information for any other purpose, including but not limited to using it in connection with the development or commercialization of any process or product on behalf of itself or any entity other than BioMarin, or using it in connection with any submission to any governmental agency, including any patent office or regulatory authority, or the like, on behalf of itself or any entity other than BioMarin, without the express written permission of BioMarin. Institution shall disseminate Confidential Information only to those of Institution's employees and personnel necessary for Institution to perform its obligations under this Agreement. Institution warrants that all of Institution's employees and personnel granted access to Confidential Information shall be advised of the confidential nature of the information received and of Institution's obligations to protect the Confidential Information under this Agreement. Institution warrants all of Institution's employees and personnel with access to Confidential Information shall agree, or have agreed, in writing to obligations no less stringent than the confidentiality obligations set forth in this Agreement. A breach of the confidentiality or non-use obligations set forth in this Agreement by Institution's employees and personnel shall be deemed a breach by Institution. Institution agrees to notify BioMarin immediately in writing upon any loss, misuse, misappropriation, or other unauthorized disclosure of the Confidential Information that may come to Institution's attention.

6.3 Degree of Care. Institution shall hold the Confidential Information in strict confidence, and shall take all reasonable precautions to protect the Confidential Information at all times from unauthorized disclosure, publication, or use, including, without limitation, using at least the same degree of care as it employs to protect its own Confidential Information of like nature (but in any event no less than a reasonable degree of care), acting in a manner consistent with its obligations under this Agreement.

6.4 Transmission of Confidential Information. Without limiting any obligations under this Agreement, Institution shall use an industry standard secure method when transmitting Confidential Information and ensure that no Confidential Information is commingled with any other Party's information. Confidential Information shall not be transmitted over a network without such industry standard technical safeguards in place that are designed to provide appropriate protection.

6.5 Exclusions. The confidentiality, non-disclosure and non-use obligations of this Agreement shall not apply to Confidential Information disclosed to Institution that: (i) was in Institution's possession before receipt of the Confidential information from BioMarin, as evidenced by written

records or other documented evidence; (ii) is independently developed by Institution without the use of the Confidential Information as evidenced by written records or other documented evidence; (iii) is or becomes publicly available through no fault of Institution; or (iv) is rightfully received by Institution on a non-confidential basis from a third party without breach of a duty of confidentiality. As used herein, the term “publicly available” shall mean that such information is readily accessible to the general public in a written publication or other form of recording that may be obtained without assuming obligations of confidentiality and that is not obtained through a third party’s breach of a duty of confidentiality. “Publicly available” shall not mean information the substance of which must be pieced together from a number of different publications or other sources.

6.6 Legally Required Disclosures. Nothing in this Agreement shall preclude Institution from making any disclosure of Confidential Information that is required by applicable law or regulation or by a valid order of a court or other governmental body having jurisdiction, provided that Institution uses its best efforts to limit the scope of the required disclosure, provides notification to BioMarin of such requirement, and cooperates with BioMarin in seeking an appropriate protective order, confidential treatment, or similar remedy limiting the subsequent use and disclosure of any information required to be disclosed.

6.7 Materials. Institution acknowledges that it will receive certain biological and other materials from BioMarin or from third parties on BioMarin’s behalf for use in performing the Research as set forth in the Research Plan (“**Materials**”). Institution shall exercise, and shall use reasonable efforts to cause the Principal Investigator and other employees, agents and consultants of Institution to exercise, reasonable care to use the Materials only for such purpose and shall not transfer or otherwise provide access to the Materials to any person other than the Principal Investigator and other employees, agents and consultants of Institution performing Research hereunder without the prior written consent of BioMarin. Institution acknowledges that the Materials may have biological or chemical properties that are unpredictable, that they are to be used with prudence and caution and that they are not to be used in humans. Institution agrees not to seek or obtain patent coverage on the Materials without the prior written consent of BioMarin. BioMarin shall retain ownership of the Materials, including any Materials contained or incorporated into any derivatives or modifications. **THE MATERIALS ARE PROVIDED WITH NO WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THEY ARE FREE FROM THE RIGHTFUL CLAIM OF ANY THIRD PARTY, BY WAY OF INFRINGEMENT OR THE LIKE.**

7. INTELLECTUAL PROPERTY.

7.1 Ownership of Rights in Materials. Institution understands and agrees that the underlying intellectual property rights to any Materials that are the subject of the Research are owned solely by BioMarin. Neither Institution nor Principal Investigator shall acquire any rights of any kind whatsoever with respect to any Materials as a result of conducting the Research.

7.2 Ownership of Inventions. Inventorship of inventions will be determined in accordance with U.S. patent law, and ownership of inventions will be determined as follows:

(a) Institution Inventions. Except as set forth in Section 7.2(c), regarding all inventions and discoveries, whether or not patentable, that are invented in the performance of the Research solely

by one or more Institution employees, agents or consultants, including, without limitation, all intellectual property rights in and to any of the foregoing (collectively, “**Institution Inventions**”) shall be owned solely by Institution.

(b) Joint Inventions. Except as set forth in Section 7.2(c), all inventions and discoveries, whether or not patentable, that are invented in the performance of the Research jointly by employees, agents or consultants of Institution, on the one hand, and employees, agents or consultants of BioMarin, on the other hand (collectively, “**Joint Inventions**”), shall be owned jointly by the Parties. Subject to Article 8 hereof, each Party shall be free to practice any Joint Invention, and to grant any third party a license under such Party’s interest in any Joint Invention, without the consent of the other Party and without accounting to the other Party.

(c) Compound Inventions. Notwithstanding Sections 7.2(a) and 7.2(b) or any other provision of this Agreement to the contrary, all inventions and discoveries, whether or not patentable, that are invented in the performance of the Research either solely by one or more Institution employees, agents or consultants or jointly by one or more Institution employees, agents or consultants and one or more BioMarin employees, agents or consultants, and that relate to any Materials (including, but not limited to, inventions and discoveries relating to the identity, structure or activity of any proprietary compound, and any method of manufacturing or using any proprietary compound), including, without limitation, all intellectual property rights in and to any of the foregoing (collectively, “**Compound Inventions**”), shall be owned solely by BioMarin, and Institution hereby assigns to BioMarin all of Institution’s right, title and interest in and to any and all such Compound Inventions. Institution agrees to assist BioMarin in obtaining and enforcing patents and other intellectual property rights and protections relating to Compound Inventions in all countries. Institution further agrees to execute, verify and deliver such documents and perform such other acts for BioMarin (including appearing as a witness) which are necessary to effect, record or perfect BioMarin’s ownership of Compound Inventions, or to apply for, obtain, maintain, enforce and defend patent and other intellectual property rights and protections for Compound Inventions. For purposes of clarification, and notwithstanding any other provision of this Agreement to the contrary, no Compound Invention shall be considered an Institution Invention or a Joint Invention for purposes of this Agreement.

(d) Disclosure of Inventions. As soon as Institution becomes aware or reasonably believes that an Institution Invention, Joint Invention or Compound Invention has been made hereunder, Institution shall disclose such invention in writing to BioMarin in sufficient detail to allow BioMarin to evaluate its significance.

(e) Institution Personnel. Institution represents that all Institution personnel performing any part of the Research are obligated to assign to Institution all inventions and intellectual property rights that are necessary to enable Institution to grant BioMarin all rights Institution purports to grant under this Agreement.

7.3 Patent Prosecution.

(a) Institution Inventions.

(i) Institution shall have the first right to file and prosecute patent applications covering any Institution Invention. Within ninety (90) days after written disclosure of an Institution Invention to BioMarin, BioMarin shall notify Institution in writing if it wants the Institution to pursue patent protection for such Institution Invention. Institution, if it has not already done so, shall promptly

prepare, file and prosecute patent applications as requested by BioMarin to protect such Institution Invention. Institution shall provide patent counsel reasonably acceptable to BioMarin, and BioMarin shall bear all reasonable expenses incurred by Institution, in connection with such preparation, filing, prosecution and maintenance of patent applications claiming such Institution Invention. BioMarin, however, shall have the right to discontinue the financial support of the prosecution or maintenance of any such patent or patent application upon thirty (30) days' written notice to Institution. Institution shall be primarily responsible for making decisions regarding the scope and content of such patent applications and the prosecution thereof. Institution shall keep BioMarin advised as to all developments with respect to such applications and shall promptly supply BioMarin with copies of all papers received and filed in connection with the prosecution thereof in sufficient time in advance of relevant filing deadlines for BioMarin to comment thereon. BioMarin shall have the right to advise and consult with Institution in such prosecution, and Institution shall, in good faith consider and incorporate BioMarin's suggestions.

(ii) If BioMarin requests that a patent application be filed under Section 7.3(a)(i) above and Institution does not promptly prepare and file such application within sixty (60) days of request, then BioMarin shall have the right to prepare, file and prosecute a patent application in Institution's name, at BioMarin's own expense. If BioMarin elects not to request that Institution prepare and file a patent application under Section 7.3(a)(i) above, or if BioMarin decides to discontinue the financial support of the prosecution or maintenance of any patent application or patent covering an Institution Invention, Institution shall be free to file, prosecute or maintain any patents covering such Institution Invention at its own expense.

7.4 Joint Inventions. BioMarin shall have the first right to prosecute patent applications covering any Joint Invention. If BioMarin fails to file a patent application to protect a Joint Invention within ninety (90) days after written disclosure of Joint Invention to BioMarin, Institution shall upon BioMarin's prior written permission, be free to file, prosecute or maintain any patents covering such Joint Invention at its own expense.

7.5 Compound Inventions. BioMarin shall have the sole right (but not the obligation) to file and prosecute patent applications covering any Compound Inventions.

8. LICENSE AND OPTION TO LICENSE INSTITUTION INVENTIONS AND JOINT INVENTIONS.

8.1 Non-Exclusive Research License. Institution hereby grants to BioMarin, under its interest in any Institution Inventions or Joints Inventions, an irrevocable, non-exclusive, worldwide, perpetual, fully paid-up license to practice such Institution Inventions or Joint Inventions in its research and development efforts. For clarity, such license does not include the right to commercialize Institution Inventions or Joint Inventions.

8.2 Grant. Institution hereby grants to BioMarin the exclusive option to negotiate with Institution for an exclusive, worldwide license, including the right to sublicense through multiple tiers of sublicenses, under all of Institution's intellectual property and other rights in each Institution Invention and Joint Invention. With respect to any specific Institution Invention or Joint Invention, such option shall extend for a period of six (6) months following the date of written disclosure to BioMarin of such Institution Invention or Joint Invention. Institution agrees that, during the option period for an Institution Invention or Joint Invention, and during any license negotiations with BioMarin arising therefrom, it shall not offer to any third party the opportunity to obtain a license, or enter into any license with any third party, with respect to such Institution

Invention or Joint Invention, unless BioMarin expressly rejects in writing its exclusive option set forth herein.

8.3 Exercise. At BioMarin's sole discretion, BioMarin shall exercise its option hereunder with respect to a particular Institution Invention or Joint Invention by providing to Institution written notice of such exercise. Following receipt of such election notice, the Parties shall commence, in good faith, negotiations of the terms of such license. The Parties shall have three (3) months from the date of election to conclude a license agreement. Such period may be extended by mutual agreement. Such license shall contain commercially reasonable terms typically contained in license agreements pertaining to inventions of similar nature and market potential. If the Parties do not conclude a license agreement prior to the expiration of the foregoing negotiation period or any extension mutually agreed upon by the Parties, Institution may then offer to third parties the opportunity to obtain a license to such Institution Invention or Joint Invention; provided, however, that, during the one-year period following such expiration, Institution shall not grant any third party a license with respect to such Institution Invention or Joint Invention on terms more favorable to such third party than the terms offered by Institution to BioMarin without first offering BioMarin the opportunity to license such Institution Invention or Joint Invention on such more favorable terms for a period of thirty (30) days. BioMarin may exercise its option with respect to any Institution Invention and/or Joint Invention, and neither any failure by BioMarin to exercise its option with respect to any particular Institution Invention or Joint Invention, nor any failure of the Parties to enter into a license agreement with respect to any particular Institution Invention or Joint Invention, shall be deemed a waiver of BioMarin's option with respect to any other Institution Invention or Joint Invention.

9. INDEMNIFICATION.

9.1 Indemnification by BioMarin. BioMarin shall defend, indemnify and hold harmless Institution, its directors, officers, Institution workers, suppliers, successors, and assigns from and against all liabilities, losses, damages, expenses, charges and fees (including reasonable attorney's fees) sustained or incurred by Institution in connection with third-party claims arising out of or attributable to: (i) any breach of this Agreement by BioMarin; (ii) any breach of applicable law or regulation by BioMarin, or (iii) any negligence or willful misconduct by BioMarin or its employees or contractors, as applicable, in the performance of this Agreement.

9.2 Indemnification by Institution. Institution shall defend, indemnify and hold harmless BioMarin, its directors, officers, employees, suppliers, successors, and assigns from and against all liabilities, losses, damages, expenses, charges and fees (including reasonable attorney's fees) sustained or incurred by BioMarin in connection with third-party claims arising out of or attributable to: (i) any breach of this Agreement by Institution, or Institution Workers or; (ii) any breach of applicable law or regulation by Institution, Institution Workers; (iii) any negligence or willful misconduct by Institution, or Institution Workers, as applicable, in the performance of this Agreement; or (iv) any allegations that Services and/or Work Product infringes any third-party's intellectual property right, including without limitation, a copyright, patent or a trademark.

9.3 General Conditions of Indemnification. Each Party's agreement to indemnify, defend and hold the other Party and its respective indemnitees harmless is conditioned upon the indemnified Party: (a) providing written notice to the indemnifying Party of any claim, demand or action arising out of the indemnified activities within thirty (30) days after the indemnified Party has knowledge of such claim, demand or action; (b) permitting the indemnifying Party to assume

full responsibility and authority to investigate, prepare for and defend against any such claim or demand; (c) assisting the indemnifying Party, at the indemnifying Party's reasonable expense, in the investigation of, preparation for and defense of any such claim or demand; and (d) not compromising or settling such claim or demand without the indemnifying Party's written consent.

10. TERM; TERMINATION.

10.1 Term of Agreement. This Agreement commences on the Effective Date and shall continue thereafter for three (3) years, unless this Agreement is earlier terminated pursuant to this Article 10 (the "Term").

10.2 Termination by BioMarin. BioMarin may terminate this Agreement either (a) upon thirty (30) days' prior written notice to Institution in the event BioMarin and Institution are unable to agree upon a suitable replacement for the Principal Investigator pursuant to Article 2, or (b) for any reason or for no reason upon sixty (60) days' written notice to Institution.

10.3 Termination by Institution. Institution may terminate this Agreement either: (a) upon thirty (30) days' prior written notice to BioMarin in the event BioMarin materially breaches this Agreement and fails to cure such breach before expiration of such 30-day notice period; or (b) upon sixty (60) days' written notice to BioMarin if Institution determines in good faith that it is unable to complete the Research.

10.4 Effects of Termination. Immediately upon (a) the termination or expiration of this Agreement, or (b) a request by BioMarin at any time, at BioMarin's discretion, Institution will promptly turn over to BioMarin or destroy, all of BioMarin's Confidential Information (as defined in Section 6.1) and any and all unused Materials. In the event that Institution destroys any of the foregoing, within thirty (30) days of the destruction thereof, Institution will issue to BioMarin a certificate of destruction, signed by Institution's proper and duly authorized officer, as proof of compliance with BioMarin's request. Notwithstanding this Section 9.3, Institution shall not be required to purge Confidential Information from its computer system's historical backup media, provided that such Confidential Information that is retained will remain subject to the terms of this Agreement. Within thirty (30) days of termination or expiration of the Agreement, Institution will submit a comprehensive final report as set forth in Section 4.2. Termination of this Agreement shall not affect the rights and obligations of the Parties that accrued prior to the effective date of such termination, including, without limitation, Institution's right to receive, and BioMarin's obligation to pay, amounts due under this Agreement with respect to work completed prior to such termination.

10.5 Survival. The provisions of Sections 10.4 and 10.5 and Articles 4, 5, 6, 7, 8, 9 and 11 shall survive termination or expiration of this Agreement.

11. MISCELLANEOUS.

11.1 Independent Contractor; Certain Liabilities. Institution agrees that it is an independent contractor and not the agent, employee, or franchisee of BioMarin or its Affiliates. This Agreement does not constitute a hiring by either Party of the other and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BioMarin and Institution, or between BioMarin and any person providing the Services on behalf of Institution, including without limitation Institution's employees and independent contractors (including but not limited to advisors, auditors, and attorneys) (collectively "**Institution**

Workers”). Institution agrees that the Institution Workers are not BioMarin employees for any purposes. Institution further agrees that it is solely responsible for all employer obligations to Institution Workers including, without limitation: all wages and compensation (including any overtime payments); all applicable benefit and insurance coverages; and all similar employer obligations. This Agreement does not create or evidence any joint venture or partnership of the Parties and BioMarin shall not be liable for any obligations incurred by Institution (including all obligations pertaining to Institution Workers) unless specifically authorized in writing. Neither Party shall have any authority to incur, create or assume any liability or any other obligation, express or implied, in the name of, or on behalf of, the other Party. Institution shall be solely responsible for any and all injuries, including death, to all persons and any and all loss of damage to property, which may result from performance under this Agreement.

(a) Institution waives and foregoes any right that it may have to receive benefits given by BioMarin to its regular employees, including, but not limited to health and welfare insurance, paid vacation, sick leave, profit sharing or 401(k) plan benefits, stock distributions or any other BioMarin employee benefit (collectively, “**BioMarin Benefits**”). Institution is solely responsible for the provision of benefits to Institution Workers. Institution shall ensure that such waiver is effective independent of the employment status of Institution or Institution Workers as adjudged for taxation purposes or for any other purpose.


(b) Institution acknowledges that no income, social security, Medicare, unemployment or other taxes shall be withheld, accrued, or remitted by BioMarin for the benefit of Institution or Institution Workers. Institution will be solely responsible for all employment insurance and taxes, licensing requirements, government approvals and filings, or any other registration, authorization or permit required in connection with the performance of its obligations hereunder. Institution is solely responsible for determining and fulfilling Institution’s Federal and State tax obligations including the filing of tax returns and payment of taxes in accordance with the applicable provisions of Federal and State law. Institution is solely responsible for determining and fulfilling any income tax, social security, workers compensation, and any other employment-related obligation related to Institution’s engagement of Institution Workers.

11.2 Notices. All notices or reports permitted or required under this Agreement will be in writing and will be sent by personal delivery or reputable expedited delivery service with signature required. All such notices or reports will be deemed given upon receipt. Notices shall be addressed and sent to the Party concerned at the addresses set forth below in this Section, or as a Party may subsequently specify in writing to the other Party.

Notices to Institution shall be sent to:

Masaryk University
Faculty of Medicine
Kamenice 5
625 00 Brno
Czech Republic

With a copy to:

Masaryk University
Faculty of Medicine
Kamenice 5
625 00 Brno
Czech Republic
Attn 

Notices to Biomarin shall be sent to:

With a copy to:

BioMarin Pharmaceutical Inc.
105 Digital Drive
Novato, CA 94949
Attn: VP, Head of Research

BioMarin Pharmaceutical Inc.
105 Digital Drive
Novato, CA 94949
Attn: General Counsel

11.3 No Implied Licenses. No right or license is granted under this Agreement by either Party to the other, either expressly or by implication, except those specifically set forth herein.

11.4 Headings. The headings and section identifiers contained in this Agreement are for convenience of reference only, shall not be deemed to be a substantive part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

11.5 Waivers. All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.6 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or .pdf), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

11.7 Governing Law; Venue; Resolution of Disputes.

(a) This Agreement is made under and shall be construed according to the laws of the State of California without regard to any conflict of law principles that would provide for the application of the law of another jurisdiction. Any disputes under this Agreement must be brought in the state courts and the Federal courts located in the Northern District of California, and the Parties hereby consent to the personal jurisdiction and exclusive venue of these courts. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT**

(b) The Parties shall first attempt to settle any and all disputes arising out of or in connection with or relating to the execution, interpretation, performance, or nonperformance of this Agreement or any other certificate, agreement, or other instrument between, involving, or affecting the Parties, including, without limitation, the validity, scope, and enforceability of this Agreement (each, a “**Dispute**”) through good faith negotiation before resorting to litigation. The Parties shall conduct and complete such good faith negotiation involving substantive participation by senior management for each Party within thirty (30) days of a Dispute notice. All Dispute notices shall be sent in accordance with Section 11.2 (Notices) herein.

11.8 Successors and Assigns; Parties in Interest.

(a) This Agreement shall be binding upon and shall inure to the benefit of the respective permitted successors and assigns of each of the Parties hereto (if any). No person who is not a Party shall have any rights hereunder as a third-party beneficiary or otherwise.

(b) Institution may not assign its rights or obligations under this Agreement without the prior written consent of BioMarin, which consent may be given or withheld in BioMarin’s sole and absolute discretion. BioMarin may transfer or assign this Agreement or any of its rights and obligations under this Agreement, in whole or in part, without Institution’s consent, to any: (i)

affiliate; (ii) wholly-owned subsidiary or successor-in-interest; or (iii) any third party with which it merges, or consolidates, or to which it transfers (by assignment, license, or otherwise) all or substantially all of its assets to which this Agreement relates.

11.9 Use of Names; Publicity. Except as otherwise provided herein, nothing contained in this Agreement shall be construed as conferring any right on either Party to use in any manner the other Party's name or any trade name or trademark. A Party will make no public announcement or other public statement (i) identifying the other Party by name or in a manner reasonably likely to identify such other Party, including but not limited to the Party's location, size, industry, or market; or (ii) concerning the existence of this Agreement or the Parties' respective performance hereunder, without the prior written consent of the other Party, which may be withheld in the other Party's sole and absolute discretion, except as necessary to comply with applicable law or regulations.

11.10 Force Majeure. If either Party hereto is prevented from carrying out its obligations under this Agreement by events beyond its reasonable control, acts of God or government, natural disasters, including earthquakes or storms, fire, political strife, terrorism, failure or delay of transportation, then such Party's performance of its obligations hereunder shall be excused during the period of such events and for a reasonable period of recovery thereafter, and the time for performance of such obligations shall be automatically extended for a period of time equal to the duration of such events; provided, however, that the Party claiming force majeure shall promptly notify the other Party of the existence of such force majeure, shall use commercially reasonable efforts to avoid or remedy such force majeure and shall continue performance hereunder with the utmost dispatch whenever such force majeure is avoided or remedied. When such circumstances arise, the Parties shall discuss what, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution.

11.11 Severability. If any provision of this Agreement should be held invalid or unenforceable, the remaining provisions shall be unaffected and shall remain in full force and effect, to the extent consistent with the intent of the Parties as evidenced by this Agreement as a whole.

11.12 Approvals. Unless expressly required not to be withheld unreasonably, it is understood that when approval of either Party is required, such approval may be given or withheld in such Party's sole and absolute discretion, without regard to the reason or basis for granting or withholding such consent.

11.13 Entire Agreement; Amendment. This Agreement, together with any exhibits attached hereto, constitutes the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, communications, negotiations or understandings between the Parties with respect to the matters addressed herein. No modification of or amendment to this Agreement will be effective unless in writing and signed by all Parties.

11.14 Equal Employment Opportunity/Affirmative Action. BioMarin is a federal (sub)contractor subject to all provisions of E.O. 11246, Sec. 503 of the Rehabilitation Act, and the Vietnam Era Veterans' Readjustment Act.

11.15 English Language. This Agreement has been prepared in the English language, and the English language shall control its interpretation.

11.16 Privacy Laws. Institution shall treat all information relating to an identified or identifiable

natural person (“**Protected Data**”) as confidential in accordance with all applicable laws, including without limitation (i) the Health Information Portability and Accountability Act of 1996, as amended from time to time, and any regulation and official guidelines (as amended from time to time) promulgated under that Act (“**HIPAA**”) and (ii) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“**GDPR**”), as appropriate.

11.17 Debarment. Institution warrants that Institution nor any of Institution Workers providing Services under this Agreement is debarred pursuant to the Generic Drug Enforcement Act of 1992, 21 U.S.C. §335a, as amended, or any similar applicable law or regulation (collectively “**Debarred**”)-13 - or excluded by the Office of Inspector General pursuant to 42 U.S.C. §1320a-7, et seq. or any state agency from participation in any federal or state health care program (collectively “**Excluded**”) or otherwise disqualified or restricted by the FDA pursuant to 21 C.F.R. 312.70 or any other regulatory authority (collectively “**Disqualified**”). Institution further represents, certifies, and warrants that neither Institution nor any of Institution Workers providing Services under this Agreement is under investigation or otherwise aware of any circumstances which may result in Institution or Institution Workers being Debarred, Excluded or Disqualified. During the term of this Agreement and for a period of three (3) years thereafter, Institution shall immediately notify BioMarin in writing, pursuant to the Notice provisions provided herein, of any change in the status of any representation, warranty, or certification set forth in this Section.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have duly executed this Sponsored Research Agreement to be effective as of the Effective Date.

BIOMARIN PHARMACEUTICAL INC.

By: 

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FACULTY OF MEDICINE, MASARYK UNIVERSITY

BRNO, CZECH REPUBLIC

By: _____

Name: _____

Title: _____

As Principal Investigator under this Agreement, I attest that I have read and acknowledge this Agreement in its entirety:

By: _____

Dr. Pavel Krejci

Principal Investigator